

000085

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE)

50

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):
ENGINEERING & CAPITAL PROJECTS

3. DATE: September 18, 2008

01/27

4. SUBJECT:

EXTENSION OF A COOPERATIVE AGREEMENT WITH CALTRANS FOR AUXILIARY LANES ON INTERSTATE 15

5. PRIMARY CONTACT (NAME, PHONE, & MAIL STA.)

Deborah Van Wanseele, 533-3012, MS 608

6. SECONDARY CONTACT (NAME, PHONE, & MAIL STA.)

Siavash Pazargadi, 533-3757, MS 608

7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED



8. COMPLETE FOR ACCOUNTING PURPOSES

FUND					9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.					None with this action
ORGANIZATION					
OBJECT ACCOUNT					
JOB ORDER					
C.I.P. NUMBER					
AMOUNT					

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIG. DEPT	<i>[Signature]</i>	9/29/08	8	DEPUTY CHIEF	<i>[Signature]</i>	10/31/08
2	EAS	<i>[Signature]</i>	10/3/08	9	COO	Not required -	
3	EOCP	<i>[Signature]</i>	10/8/08	10	CITY ATTORNEY	<i>[Signature]</i>	12/10/08
4	COUNCIL LIAISON OFFICE	<i>[Signature]</i>	10/14/08	11	ORIG. DEPT	<i>[Signature]</i>	2/22/08
5	FACILITIES FINANCING	<i>[Signature]</i>	10/20/08		DOCKET COORD:	COUNCIL LIAISON	
6	FINANCIAL MANAGEMENT	<i>[Signature]</i>	10/27/08		COUNCIL PRESIDENT	<i>[Signature]</i>	
7	AUDITOR	<i>[Signature]</i>	10/28/08				

11. PREPARATION OF:

☐ RESOLUTIONS☒ ORDINANCE(S)☐ AGREEMENT(S)☐ DEED(S)

Authorizing the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2012.

11A. STAFF RECOMMENDATIONS:

Approve the ordinance

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COUNCIL DISTRICT(S): 1, 5

COMMUNITY AREA(S): Rancho Peñasquitos, Rancho Bernardo, Carmel Mountain Ranch

ENVIRONMENTAL IMPACT: This activity is covered under the I-15 Managed Lanes Final IS/EA and MND, SCH#2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review, Guidelines Section 15060(c)(3).

HOUSING IMPACT: N/A

OTHER ISSUES: 6 votes are required for passage

000087

EXECUTIVE SUMMARY SHEET

DATE ISSUED: September 18, 2008 REPORT NO.: (1472)
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering and Capital Projects, Transportation
Engineering Operations
SUBJECT: Extension of a Cooperative Agreement for the Construction of Auxiliary Lanes on
Interstate 15
COUNCIL DISTRICT(S): 1, 5
CONTACT/PHONE NUMBER: Deborah Van Wanseele, (619) 533-3012
Siavash Pazargadi, (619) 533-3757

REQUESTED ACTION:

Council authorization for the Mayor to execute an amendment to a Cooperative Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2012

STAFF RECOMMENDATION:

Staff recommends Council approval of the ordinance.

EXECUTIVE SUMMARY:

On January 26, 2005, the City and Caltrans entered into an Agreement with Caltrans for the construction of auxiliary lanes on Interstate 15 as part of the I-15 Managed Lanes project. The locations of the auxiliary lanes are: from Carmel Mountain Road to Camino del Norte (two northbound lanes); from Bernardo Center Drive to Rancho Bernardo Road (two northbound lanes); and from Bernardo Center Drive to Camino del Norte (one southbound lane). The termination date for this original Agreement was December 31, 2007.

Upon execution of the Agreement, the City contributed a one-time lump-sum payment of \$3,263,285 toward the construction of the auxiliary lanes. This represented the City's total contribution to the project.

Because project construction was not completed by the termination date of the Agreement, the Agreement was amended by Council action on January 18, 2008, to extend the termination date by one year to December 31, 2008.

Caltrans is requesting that the termination date for this Agreement be extended again to cover project completion, including all final accounting and other administrative activities at Caltrans, by four years to December 31, 2012.

Because this extension will extend the original Agreement beyond five years' duration, Council approval via ordinance is required.

FISCAL CONSIDERATIONS:

None with this action

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Council approved the Cooperative Agreement to fund the construction of the auxiliary lanes on January 26, 2005.

Council approved a one-year extension of the Agreement on January 18, 2008.

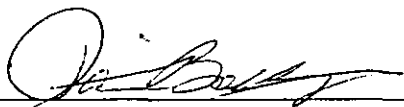
000088

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS & PROJECTED IMPACTS:

Caltrans is the key stakeholder in this action.



Patti K. Boekamp
Director,
Engineering & Capital Projects



David Jarrell,
Deputy Chief of Public Works

000089DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:

50

October 8, 2008

01/27

SUBJECT: Extension of a Cooperative Agreement with Caltrans for Auxiliary Lanes on Interstate 15

GENERAL CONTRACT INFORMATION

Recommended Consultant: Not Applicable

Amount of this Action: No Cost

Funding Source: Not Applicable

SUBCONSULTANT PARTICIPATION

There is no subconsultant activity associated with this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

As this action is a request to amend an agreement with Caltrans, a public entity, this agreement is not subject to the City's Equal Opportunity Contracting Ordinance, per San Diego Ordinance 22.2703 (b).

ADDITIONAL COMMENTS

This action is to request Council Approval to execute an amendment to a Cooperative Agreement with Caltrans for auxiliary lanes on Interstate 15.


JLR

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN
DIEGO APPROVING THE AMENDMENT TO THE
COOPERATIVE AGREEMENT WITH CALTRANS FOR THE
CONSTRUCTION OF AUXILIARY LANES ON INTERSTATE
15.

WHEREAS, on January 26, 2005, the City of San Diego entered into a Consultant Agreement with Caltrans, on file in the office of the City Clerk as Document No. RR-300369, for construction of auxiliary lanes on Interstate 15 [Project]. The City contributed a one-time lump-sum payment of \$3,263,285 toward the Project. The termination date of the Agreement was December 31, 2007; and

WHEREAS, the Project construction was not completed by the termination date of the Agreement. The Council of the City of San Diego amended the Agreement with Caltrans on January 18, 2008, on file in the office of the City Clerk as Document No. RR-303292, to extend the termination date by one year to December 31, 2008; and

WHEREAS, Caltrans is requesting that the termination date of the Agreement be extended again to cover Project completion, including all final accounting and other administrative activities at Caltrans, by four years to December 31, 2012; and

WHEREAS, under San Diego Charter Section 99 no contract, agreement or obligation extending for a period of more than five years may be authorized except by ordinance adopted by a two-thirds' majority vote of the City Council; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That the Mayor or his designee is authorized to execute an Amendment to a Cooperative Agreement with Caltrans for the completion of the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2012, under the terms and conditions filed in the office of the City Clerk as document No. OO-

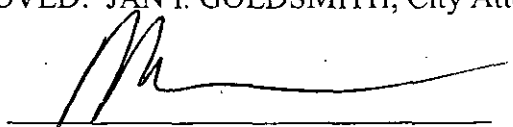
Section 2. That this activity is covered under the I-15 Managed Lanes Final IS/EA and MND, SCH No. 2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of California Environmental Quality Act [CEQA] review, pursuant to State CEQA Guidelines Section 15060(c)(3).

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: JAN I. GOLDSMITH, City Attorney

By



Michael P. Calabrese
Chief Deputy City Attorney

MPC:sc
12/15/08
Aud.Cert.: N/A
Or.Dept:E&CP
O-2009-88

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000095

11-SD-15
KP 35.4/38.7
EA 11-080944
Agreement No. 11-0615 A2
I-15 Improvements
Time Extension

AMENDMENT NO. 2 TO AGREEMENT NO. 11-0615

THIS AMENDMENT NO. 2 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2008, is between the **STATE OF CALIFORNIA**, acting by and through its Department of Transportation, referred to herein as "**STATE**",

and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "**CITY**".

RECITALS

1. The parties hereto entered into an Agreement No. 11-0615 on January 26, 2005, said Agreement stated STATE contemplates the construction of managed lanes on Interstate 15, referred to herein as "PROJECT". The said Agreement stated that the CITY desires to assist by funding the construction of two northbound auxiliary lanes of PROJECT referred to as IMPROVEMENTS. Said Agreement defines the terms and conditions of which said IMPROVEMENTS are to be constructed, maintained and financed.
2. The parties hereto also entered into an Amendment No.1 to Agreement No. 11-0615 on December 30, 2007, to extend the termination date of the original Agreement from December 31, 2007 to December 31, 2008.
3. It has been determined that the IMPROVEMENTS will not be completed prior to the termination date specified in Amendment No. 1 to Agreement No. 11-0615.

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in original Agreement No. 11-0615 shall now be December 31, 2012, instead of December 31, 2008.
2. All other terms and conditions of said Agreement No. 11-0615 as revised by this Amendment No. 1 shall remain in full force and effect.

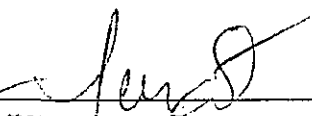
3. This Amendment No. 2 to Agreement is hereby deemed to be a part of Agreement No. 11-0615.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Will Kempton
Director of Transportation

By: _____
Deputy District Director

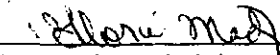
Approved as to Form and Procedure:

By:  _____
Attorney
Department of Transportation

Certified as to Funds:

By: _____
District Budget Manager BK _____

Certified as to Financial Terms and Conditions:

By:  _____
Accounting Administrator
Reimbursement Section

CITY OF SAN DIEGO

By: _____
Mayor

By: _____
City Attorney

000097

DUPLICATE

11-0615/A1

This copy must be
returned to City
Clerk, San Diego

11-SD-15
KP 35.4/38.7
EA 11-080944
Agreement No. 11-0615/A1
I-15 Improvements
Time Extension

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON DECEMBER 30, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE",

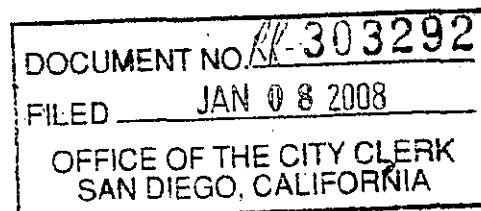
and the City of San Diego, a body politic and a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. The parties hereto entered into an Agreement (Document No. 016051, District Agreement Number 11-0615) on January 26, 2005, said Agreement stated STATE contemplates the construction of managed lanes on Interstate 15, referred to herein as "PROJECT". The said Agreement stated that the CITY desires to assist by funding the construction of two northbound auxiliary lanes of PROJECT referred to as IMPROVEMENTS. Said Agreement defines the terms and conditions of which said IMPROVEMENTS are to be constructed, maintained and financed.
2. It has been determined that the IMPROVEMENTS will not be completed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Section III, Article 6 of the original Agreement is now December 31, 2008, instead of December 31, 2007.
2. Section III, Article 1 of the original Agreement is replaced in its entirety with the following article:
 - "1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).



3. Section III, Article 4 of the original Agreement is replaced in its entirety with the following article:

- “4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.”

4. Section III, Article 5 of the original Agreement is replaced in its entirety with the following article:

- “5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.”

000099

11-0615/A1

5. All other terms and conditions of said Agreement (Document No. 016051) as revised by this Amendment No. 1 shall remain in full force and effect.
6. This Amendment No. 1 to Agreement No. 11-0615 is hereby deemed to be a part of Document No. 016051.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Will Kempton
Director of Transportation

By: *Paul T. Patton*
Deputy District Director

Approved as to Form and Procedure:

By: *[Signature]*
Attorney
Department of Transportation

Certified as to Funds:

By: *Barbara A. Highland*
District Budget Manager BK ☒

Certified as to Financial Terms and Conditions:

By: *Shelly Guzman*
Accounting Administrator

CITY OF SAN DIEGO

By: *Hildred Pepper Jr*
Hildred Pepper, Jr., Director,
Purchasing & Contracting

By: *[Signature]* (CSRS)
City Attorney 7/22/08

By: *Stacy Bready*
City Clerk (Deputy City Clerk)

000101

(R-2008-519)

103

1/8

RESOLUTION NUMBER R- 303292

DATE OF FINAL PASSAGE JAN 18 2008

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN EXTENSION OF A COOPERATIVE AGREEMENT WITH CALTRANS FOR CONSTRUCTION OF AUXILIARY LANES ON INTERSTATE 15 IN THE RANCHO BERNARDO, CARMEL MOUNTAIN RANCH, RANCHO PENASQUITOS COMMUNITY PLANNING AREAS.

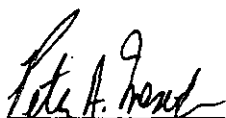
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Caltrans, for the construction of auxiliary lanes on Interstate 15, extending the termination date of the Agreement to December 31, 2008 under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR 303292.

BE IT FURTHER RESOLVED, that this activity is covered under the I-15 Managed Lanes Final IS/EA and MND, SCH#2002101112. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. Because the prior environmental documents adequately covered this activity as part of the previously approved project, the activity is not a separate project for purposes of CEQA review, Guidelines Section 15060(c)(3).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Peter A. Mesich
Deputy City Attorney

000102

(R-2008-519)

PAM:cfq
12/12/07
Or.Dept:E&CP
R-2008-519

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN - 8 2008

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 1-18-08
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

000103

Passed by the Council of The City of San Diego on January 8, 2008, by the following vote:

YEAS: PETERS. FAULCONER. ATKINS. YOUNG. MAIENSCHIN.
FRYE. MADAFFER. & HUESO.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: GIL SANCHEZ, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-303292, approved by the Mayor of The City of San Diego,
California on January 18, 2008.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

000105

ORIGINAL

11-SD-15
K.P. M 35.4/M 38.7
EA 11-080944
Agreement No. 11-0615
I-15 Improvements

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO, EFFECTIVE ON January 26, 2005, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a municipal corporation of the State of California, referred to herein as "CITY".

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. STATE contemplates the construction of managed lanes in San Diego County on State Route 15, approximately 0.9 KM north of Poway Road Overcrossing to 0.6 KM north of Clarence Lane Undercrossing commonly referred to as "Managed Lanes, Middle Segment" but referred to herein as "PROJECT".
3. CITY desires to assist by funding the construction of two north bound auxiliary lanes on PROJECT from Carmel Mountain Road to Camino del Norte and from Bernardo Center Drive to Rancho Bernardo, and a south bound auxiliary lane from Bernardo Center Drive to Camino del Norte, referred to herein as IMPROVEMENTS, by paying a lump sum amount of \$3,263,285 toward the cost of those IMPROVEMENTS.
4. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS are to be constructed, financed, and maintained.

DOCUMENT NO. RR-300369

FILED MAY 03 2005
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

016051

SECTION ISTATE AGREES:

1. To construct IMPROVEMENTS as a part of PROJECT.
2. To submit a billing to CITY in the amount of \$3,263,285, which figure represents CITY's total lump sum contribution towards the cost of IMPROVEMENTS to be performed by STATE, as shown in Exhibit A, attached to and made a part of this Agreement.
3. STATE point of contact:

Gustavo Dallarda, Project Manager
2829 Juan St. M/S 27
San Diego, CA 92110
(619) 688-6738

SECTION IICITY AGREES:

1. To deposit with STATE within twenty-five (25) days of receipt of billing, the amount of \$3,263,285, which figure represents the lump sum total amount of CITY's contribution towards the cost of IMPROVEMENTS to be performed by STATE, as shown in Exhibit A and pursuant to this Agreement.
2. CITY contact:

Larry Van Wey, Caltrans Coordinator
1010 Second Avenue
San Diego, CA 92101-4904
(619) 533-3005

SECTION IIIIT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources by the California Transportation Commission.
3. Nothing in the provision of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
4. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, CITY shall fully defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
5. Neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

6. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE or on December 31, 2007, whichever is earlier in time.

STATE OF CALIFORNIA
Department of Transportation

WILL KEMPTON
Director

By Allen Kung
Deputy District Director

Certified as to funds

for By Richard A. Kuchner
District Budget Manager BK ✓

Approved as to form and procedure

By William B. B...
Attorney
Department of Transportation

Certified as to procedure

for By Ellene Mady
Accounting Administrator

CITY OF SAN DIEGO

By [Signature]
City Manager

By [Signature]
Deputy City Attorney
Jeremy Jung

000109

Expenditure Funding Plan
Agreement # 11-0615
City of San Diego

I-15 Improvements. Exhibit A	
Construction Capital	EA-808944
NB Aux Lane - from Carmel Mtn Rd to Camino Del Norte	\$ 1,240,000
NB Aux Lane - from Bernardo Center Drive to Rancho Bernardo	\$ 980,000
SB Aux Lane - from Bernardo Center Drive to Camino Del Norte	\$ 1,043,285
Total Construction for City of San Diego	\$ 3,263,285

016051

RESOLUTION NUMBER R- 300369ADOPTED ON MAY 03 2005A RESOLUTION AUTHORIZING THE CONTRIBUTION
AGREEMENT WITH CALTRANS FOR CONSTRUCTION OF
IMPROVEMENTS ON INTERSTATE 15.

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is authorized and empowered to execute, for and on behalf of said City, an agreement with the California Department of Transportation [Caltrans], whereby the City is to contribute to Caltrans an amount not to exceed \$3,263,285 under the terms and conditions set forth in the Contribution Agreement No. 11-0615, on file in the Office of the City Clerk as Document No.

RR- 300369 for the construction of auxiliary lanes on Interstate 15.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to establish an interest-bearing fund, Fund 63016, Developers' Deposits - Caltrans.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to accept the amount of \$801,782 from Starwood Development and to deposit said amount into CIP No. 52-748.0, Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch, Fund 63016, Developers' Deposits - Caltrans.

BE IT FURTHER RESOLVED, that the Fiscal Year 2005 Capital Improvements Program Budget is amended by adding CIP No. 52-748.0, Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch.

BE IT FURTHER RESOLVED, that the Fiscal Year 2005 Capital Improvements Program Budget for CIP No. 52-748.0, Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch is amended by increasing the budget by \$3,236,285.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized to

appropriate and expend an amount not to exceed \$3,263,285 from CIP No. 52-748.0, Auxiliary Lanes on I-15 in Rancho Bernardo and Carmel Mountain Ranch as follows: \$801,782 in Fund 63016, Developers' Deposits -Caltrans; \$1,355,198 in Fund 10603, Carmel Mountain Ranch I-15/SA680 Contribution; \$959,461 in Fund 10586, Bernardo Center Drive Interchange; and \$146,844 in Fund 63022, I-15 Improvements (Starwood Development and Santa Fe Valley Partners), for the purpose of contributing to the construction of improvements on Interstate 15, provided that the City Auditor and Comptroller has first certified that said funds are on deposit in the City Treasury.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is authorized, upon advice from the administering department, to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Jeremy A. Jung
Deputy City Attorney

JAJ:jc:pev

03/28/05

Aud.Cert.: AC 2500847

Or.Dept: E&CP

R-2005-997

000113

Passed and adopted by the Council of San Diego on May 3, 2005 by the following vote:

YEAS: **PETERS, ATKINS, YOUNG, MAJENSCHIN, FRYE, MADAFFER, MAYOR MURPHY.**

NAYS: **NONE.**

NOT PRESENT: **ZUCCHET, INZUNZA.**

VACANT: **NONE.**

AUTHENTICATED BY:

DICK MURPHY

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Manuel E. Ketcham, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R-300369**, passed and adopted by the Council of The City of San Diego,
California on May 3, 2005.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: _____, Deputy
Manuel E. Ketcham

016051